

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

LITTLE CAESAR ENTERPRISES, INC. and LC
TRADEMARKS, INC.,

Plaintiffs,

v.

Case No. 12-11662

K&M PIZZA, LLC, et al.,

Defendants.

ORDER GRANTING PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT

Upon consideration of Plaintiffs Little Caesar Enterprises, Inc. and LC Trademarks, Inc.'s Motion for Default Judgment, Plaintiffs' memorandum in support of that motion and the related exhibits, Defendants' opposition, if any, and the entire record herein, IT IS ORDERED:

FIRST, that Plaintiffs' Motion for Default Judgment is GRANTED;

SECOND, that judgment is entered in favor of Plaintiffs and against Defendants K&M Pizza LLC, LC of South Jersey LLC, Robert Armstrong, and Amy Armstrong on all counts of the Complaint;

THIRD, that Plaintiffs are awarded reasonable attorney's fees and costs in the amount \$17,355;¹

¹Plaintiffs originally sought \$14,355 in attorney's fees and costs. During the hearing on the motion for default judgment, counsel estimated that Plaintiffs had incurred between \$3000 and \$5000 in additional fees and costs since the filing of the motion and that Plaintiffs intended to seek an additional award of \$3000 for the incurred fees and costs. The court stated that it was inclined to increase the award of fees and costs by \$3000 so long as counsel expeditiously filed a supplemental affidavit setting forth the additional fees and costs. On June 28, 2012, Plaintiffs counsel from the law firms of Gray Plant Mooty and Miller Canfield filed individual declarations. Contrary to

FORTH, that the Franchise Agreements between Plaintiffs and Defendants are terminated;

FIFTH, that as of the date of this Order, a permanent injunction is hereby issued against Defendants and their agents, officers, members, representatives, and anyone acting by, through, or in concert with them, enjoining them from using, displaying, or otherwise infringing upon the trademarks, service marks, trade names, and trade dress of Plaintiffs, including, but not limited to, the trademark "Little Caesars"; and it is further

FINALLY, that as of the date of this Order, Defendants and their agents, officers, members, representatives, and anyone acting by, through, or in concert with them must comply with all of the post-termination obligations contained in the Settlement Agreement and Franchise Agreements between the parties, including but not limited to complying with the covenants not to compete contained in the Franchise Agreements, ceasing to use any methods associated with Little Caesar, ceasing to use any or all of the proprietary and confidential information of Little Caesar, returning all manuals to Little Caesar, and otherwise ceasing to engage in unfair competition with Little Caesar.

s/Robert H. Cleland
ROBERT H. CLELAND
UNITED STATES DISTRICT JUDGE

counsel's statement during the hearing, Plaintiffs now seek to increase the award of fees and costs by \$10,273, \$7500 for the additional fees charged by Gray Plant Mooty and \$2773 for the additional fees charged by Miller Canfield. The court finds the additional fees in excess of \$3000 to be unreasonable, as they are more than twice the amount counsel estimated to the court just one day before filing the supplemental affidavits and were billed *after* the motion for default was filed and in a span of just two weeks. Thus, in accordance with its initial statement on the record, the court will award an additional \$3000 in attorney's fees and costs.

Dated: June 29, 2012

I hereby certify that a copy of the foregoing document was mailed to counsel of record on this date, June 29, 2012, by electronic and/or ordinary mail.

s/Lisa Wagner
Case Manager and Deputy Clerk
(313) 234-5522